

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

NOVO NORDISK INC. and
NOVO NORDISK HEALTHCARE AG,

Plaintiffs,

v.

GLENMARK PHARMACEUTICALS
LIMITED and GLENMARK
PHARMACEUTICALS INC., USA

Defendants.

Civ. Act. No. 3:17-cv-03462-MAS-DEA

STIPULATION AND

ORDER

Pursuant to Federal Rule of Civil Procedure 41(a), IT IS HEREBY STIPULATED, by and between the undersigned, as follows:

1. The Court has jurisdiction over the subject matter of this action and over the parties.

2. This action for patent infringement (the “Litigation”) was brought by Plaintiffs Novo Nordisk Inc. and Novo Nordisk Healthcare AG (collectively, “Novo Nordisk”) against Defendants Glenmark Pharmaceuticals Limited (“Glenmark Limited”) and Glenmark Pharmaceuticals Inc., USA (collectively, “Glenmark”) for alleged infringement of United States Patent No. 7,018,992 (“the ‘992 patent”).

3. Novo Nordisk’s commencement of the Litigation was based on its receipt of notice from Glenmark Limited that it had filed Abbreviated New Drug Application (“ANDA”) No. 210264 with the United States Food and Drug Administration (“FDA”) containing a

certification pursuant to 21 U.S.C. § 355(j)(2)(A)(vii)(IV) directed to the '992 patent and seeking approval to market a generic version of Novo Nordisk's Vagifem® products, which are 10 µg estradiol vaginal tablets ("the Glenmark Product").

4. The parties have entered into a settlement and license agreement with respect to Novo Nordisk's claims. Glenmark will not make, have made, use, offer for sale, or sell the Glenmark Product in the United States except as provided for in the parties' settlement and license agreement.

5. Novo Nordisk and Glenmark stipulate that all claims, counterclaims and defenses in the above-entitled action are dismissed without prejudice and without costs or attorneys' fees to any party.

6. This Court retains jurisdiction over Novo Nordisk and Glenmark for purposes of enforcing the terms of this Stipulation and Order and the settlement and license agreement.

7. This Stipulation and Order shall not act as an adjudication on the merits.

8. The Clerk of the Court is directed to enter this Stipulation and Order forthwith.

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IT IS HEREBY SO ORDERED.

Dated: March 1, 2018



THE HONORABLE MICHAEL A. SHIPP
United States District Judge
District Of New Jersey